

AGREEMENT

BETWEEN

CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION

AND

CITY OF CITRUS HEIGHTS



10/01/2021 through 09/30/2023

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Article 1 Introductory Clauses

Section 1.1 Preamble

This Agreement (Agreement) is entered into between the City of Citrus Heights (City) and the Citrus Heights Police Officer's Association (CHPOA). It is the intent and purpose of this Agreement to assure harmonious labor relations between the parties hereto, to provide an equitable and peaceful process of resolving differences which may arise, and to establish rates of pay, wages, hours of employment and other conditions of employment.

Section 1.2 Personnel Rules

The City personnel rules, regulations and/or policies of the Citrus Heights Police Department (CHPD), which are not in conflict with this Agreement, will remain in effect unless modified after applicable process. No employee shall suffer any loss of wages, hours or conditions of employment by reason of signing this agreement.

Article 2 Recognition

Section 2.1 Definition of Bargaining Unit

The City confirms its prior Council recognition of the CHPOA as the exclusive bargaining representative for the Sworn Officers Unit as defined by the City's Employer/Employee Relations Policy.

Section 2.2 Creation of New Classifications

If the City creates a new sworn job classification in the Police Department that the City intends to add to the bargaining unit, the City shall forward the new job class description and proposed wage to the CHPOA for review. The City agrees to meet and confer with the CHPOA, if requested, regarding compensation and benefits for the new classification.

Article 3 Association Security

Section 3.1 Association Dues Deduction

The City agrees to deduct from the paychecks of employees giving written authorization, CHPOA dues in an amount to be determined annually by the CHPOA every two weeks for a maximum of 24 deductions per year. The City will directly deposit said dues into a bank account of the CHPOA's choosing within five (5) business days of each regular paycheck. The CHPOA agrees to have any fees associated with the direct deposit deducted from each direct deposit.

Section 3.2 Nondiscrimination for Association Activity

There shall be no discrimination, interference, restraint, or coercion by the City, or any City representative against any member because of Association membership.

Section 3.3 Noncompetition with the CHPOA

The City agrees there will be no aid, promotion or financing of any labor organizations which purport to represent the employees in this bargaining unit and that any such activities on the part

of the City or its agents is prohibited unless permitted under the Meyers Miliias Brown Act or the City's Employer/Employee Relations Policy.

Article 4 Employer Security

Neither the CHPOA nor any represented employee shall participate in any unlawful concerted labor activity. During the term of this Agreement, no work slowdown, picket, sympathy strike, blue flu or boycott shall be initiated, participated in, supported, or condoned by the Association. Violation of this section of the agreement shall be grounds for discipline.

Article 5 Management Rights

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including but not limiting the generality of the foregoing, the right:

- To set standards and levels of service;
- To determine the procedures and standards of selection for employment;
- To assign work to and direct its employees;
- To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation;
- To determine methods of financing;
- To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- To make all decisions relating to merit, necessity or organization of City service;
- To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
- To establish employees performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- To take necessary actions to carry out its mission in emergencies; and
- To exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

Nothing herein shall be deemed as a waiver by the Citrus Heights Police Officer's Association or its Members of rights granted under Meyers-Milius-Brown Act (Government Code Sections 3500-3511, as amended) or the Police Officer's Bill of Rights.

Article 6 Delivery of Police Services

Section 6.1 Delivery of Police Services

The delivery of police services in the most efficient and effective manner is of mutual importance and interest to both the CHPOA and the City. Work procedures, schedules, and assignments for improving services shall be established and revised from time to time in accordance with this agreement.

Section 6.2 Vehicle Readiness

Officers shall be afforded an opportunity to ready vehicles as follows:

Briefings will start on time and officers will be present in briefing in uniform (or fitness if assigned). On the first and subsequent shifts of their workweek, officers will be allowed ten (10) minutes to set up and prepare their assigned patrol vehicle. Officers will then return to roll call for the continuation of the shift briefing. Due to the emergency nature of police work, supervisors may cancel roll call and/or vehicle readiness for officer and/or community safety reasons.

Article 7 Work Rules – Existing Benefits

Section 7.1 Maintenance of Benefits

Unless specifically provided for in this MOU, nothing in this MOU should be deemed to have eliminated or superseded a benefit in an existing policy, rule or binding past practice.

Section 7.2 Primacy of Agreement

The terms and conditions of this Agreement shall control over ordinances and resolutions of the governing body of the City where there is a conflict with a provision of this Agreement.

Article 8 Association Business and Meetings

Section 8.1 Association Meetings

The City will allow elected CHPOA Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with at least thirty (30) days prior notice to the City, for up to one (1) hour per month, except in cases of emergency, where the staffing impact would not permit the Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel are required to monitor radio and respond in the event of an emergency.

Section 8.2 Release Time for IA Interviews and Grievances

The City will allow CHPOA Board Members and shop stewards adequate release time to represent members during internal affairs interviews and grievance meetings while on duty except in cases of emergency where the staffing impact would not permit the Police Department to operate safely. This provision applies to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.

Section 8.3 Time off for Association Training and Conferences

The City will allow CHPOA Board members to utilize their accrued time off to attend Association training, and conferences of state/national law enforcement associations, under the same terms and conditions required for all other time-off requests.

Section 8.4 Management Labor Meetings

Employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be paid for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to create overtime for any CHPOA member. This article is not subject to grievance.

Section 8.5 List of CHPOA Board Members/Stewards

On January 1st of each year, the CHPOA shall provide the City with a list of the elected Board members of the CHPOA, and any members who are assigned as shop stewards. The CHPOA may update this list as new members are appointed to the Board or to steward positions.

Section 8.6 Association Communication

The City shall provide a location in the Department where a bulletin board may be placed at CHPOA expense to post association business documents. The City shall allow the use of the internal email system for notices of meetings. The City shall allow the use of any City facility that the public may use for the holding of association meetings, with the same reservation and use requirements.

Article 9 Members Rights

Section 9.1 Peace Officers Rights

The City and the CHPOA will both adhere to the rights provided to peace officers under Government Code Section 3300-3312 (the Public Safety Officers Procedural Bill of Rights Act).

Section 9.2 Presumption of Innocence

All CHPOA represented employees shall be treated fairly and equitably during internal investigations. CHPOA represented employees will be presumed innocent of all allegations until proven otherwise. This article shall not be interpreted to be related to the application of administrative leave by the Department. This article is not subject to grievance.

Article 10 Discipline

Section 10.1 Procedure

Disciplinary matters will be handled in accordance with CHPD Policy 340.

Section 10.2 Disciplinary Appeal – Major Discipline

When major discipline action, as defined in Citrus Heights Personnel Rules and Regulations §6.4, has been taken, the employee shall continue to have the right to appeal. All matters will be referred to the Office of Administrative Hearings in Sacramento, California. An Administrative Law Judge (ALJ) will be the hearing officer and will prepare an advisory recommendation following the evidentiary hearing. The written advisory recommendation will be sent to each party. The parties will have the opportunity to meet following receipt of the advisory recommendation. The parties may enter into a settlement agreement prior to the advisory recommendation being sent to the City Manager for final ruling. The City Manager shall send his/her final decision of written findings and decision, along with a proof of service of mailing, to each of the parties and each of the parties' representatives within twenty (20) working days of the receipt of the ALJ's recommendation.

The City shall bear the cost of the Administrative Law Judge and facility. The transcription costs shall be borne by the party requesting the transcription or may be shared if mutually agreed upon. Each party shall be responsible for their own costs associated with expert testimony or other costs associated with the presentation of their case.

The City Manager's decision shall be final, subject only to review by a judicial administrative writ of mandamus action.

Section 10.3 Internal Affairs

The Chief of Police shall designate managers to perform internal affairs investigations, and they shall be performed in the most expeditious manner possible.

Section 10.4 Probationary Release

Any CHPOA represented employee released from probation may request a Lubey/Liberty Interest hearing with the Chief of Police or his/her designee, as required by law, if the discharge seriously affects the employee's ability to find comparable employment elsewhere. A liberty interest is implied where: (1) there is a stigmatization charge; (2) the employee denies the charge or contests its accuracy; and (3) there is a public disclosure of the charge. The purpose of the hearing is to provide the discharged employee with an opportunity to clear his or her name.

Article 11 Salary

Section 11.1 Rate of Pay

Base Rate of Pay - Base rate of pay shall be defined as the base hourly rate of pay that an employee receives in the salary range.

Regular Rate of Pay - Regular rate of pay shall be as defined by the Fair Labor Standards Act, i.e. as the employee's base hourly rate of pay, plus all incentive and specialty pays earned on a recurring basis and converted to an hourly rate.

Section 11.2 Overtime

Overtime shall be paid under this MOU for any hours worked outside an employee's prescheduled hours. Overtime shall be paid at 1.5 times the employee's base rate of pay.

FLSA overtime is hours actually worked over the applicable FLSA threshold under Section 207(k) of the FLSA. Despite the City's agreement to pay overtime under the MOU for hours worked outside an employee's prescheduled hours, the threshold for FLSA overtime for all sworn employees remains hours actually worked beyond 171 hours during the applicable 28-day work period.

Section 11.3 Salary Administration

Effective with the first pay period beginning after adoption of a Memorandum of Understanding with the Citrus Heights Police Officers Association by the City Council, the City agrees to the following modifications to employee salaries:

- The City will create a ten (10) step pay system with the difference between each successive step being approximately two and one-half percent (2 1/2 %). The ten-step pay system will be based on the current maximum salary range for step 10. Current employees will be placed on a step in the salary range which is closest to but not less than their current base salary. Employees will advance to the next step in the step compensation schedule effective with the pay period in which their position anniversary date falls based upon satisfactory job performance.
- Labor Market Adjustment – Immediately upon implementation of the ten (10) step pay system, a one-time labor market adjustment increasing the base salary for all classifications represented by the Association by five percent (5%).

Effective the pay period beginning September 25, 2022 the City shall:

- Increase the base salary for all classifications represented by the Association by two percent (2%).

Article 12 Seniority

Section 12.1 Seniority Defined/Purpose

Seniority will be defined as the date of hire in classification with the City. Seniority will be used to bid for shifts (days/swings/graves) in patrol. Patrol officers will be allowed to select their shift for each half of the fiscal year. Shift sign-ups will generally occur by the end of April, with the new shifts beginning in late June/early July. Officers will have the opportunity to submit an interest card expressing their preference for which half of the year they will work weekends.

Section 12.2 Seniority for Sabbatical or Annual Leave Selection

Seniority will be used for patrol officers to select their annual leave or sabbatical once assigned to their patrol teams for the year. Patrol officers may elect to use their seniority for one selection, and then will go to the bottom of the list for the other. Sabbaticals may be rescheduled by the Department in the event of exigent circumstances or staffing related emergencies.

Section 12.3 Seniority Lists

The City will maintain and update a seniority list of all CHPOA members by classification, and provide it semi-annually to the CHPOA. The list will be by hire date by classification. Ties in hire date will be decided once by random drawing for new hires with no prior sworn law enforcement experience. Ties in hire date of those with prior sworn law enforcement experience will be broken based on total experience prior to coming to CHPD.

Section 12.4 Temporary Reassignment

The Chief of Police has the right to make temporary reassignment of employees, not to exceed 90 days, based on Departmental needs. This reassignment is not considered punitive. This article is not subject to grievance.

Article 13 Special Compensation

Section 13.1 Field Training Officer (FTO) Pay

The City reserves the right to determine the need for Field Training Officers (FTOs) and to assign officers to serve as FTOs. FTOs will receive 5% of the base rate of pay for each hour assigned and worked as an FTO and for the full shift if the officer spent 50% or more of the shift performing FTO duties.

Section 13.2 Acting Supervisor Pay

The City will pay any employee designated by the Department to serve in the capacity of acting supervisor 5% of the base rate of pay for all hours worked in that capacity. This is separate and distinct from out-of-class pay.

Section 13.3 Specialty Assignment Pay

The City shall pay an initial incentive of 3% of the base rate of pay to each CHPOA member assigned as a Detective or as an SRO. The incentive can increase up to 5% based on the employee's six (6) month performance rating in these assignments. The active incentive pay earned in such assignment shall remain with the employee when he/she is reassigned to the Patrol Services Division, provided the employee had completed one year in the assignment. The decision to assign and the length of a specialty assignment is at the discretion of the Chief of Police.

Section 13.4 Education Incentive Pay

The City shall pay an education incentive of a maximum of 10% of base pay per month calculated as follows:

- 2.5% for AA Degree or equivalent
- 2.5% for Intermediate POST
- 2.5% for BA/BS Degree

2.5% for Advanced Post

Section 13.5 Master's Degree Pay

The City shall pay a master's degree incentive in the amount of 5% of base pay per month.

Section 13.6 Bilingual Pay

The City shall pay a bilingual pay incentive in the amount of \$100 per month for employees certified by Human Resources as Spanish or Slavic speaking. The Police Officer would be required to pass a proficiency test. The bilingual pay incentive would also apply to Police Officers passing a proficiency assessment in American Sign Language.

Article 14 Court

Section 14.1 Court Standby

Employees shall receive 2 hours of straight time at the base rate of pay for each day assigned to Court Standby time while off duty. However, the employee shall not be eligible for this standby pay if the employee also reports for a court appearance that day. Standby and Court appearance pay will not be paid for the same court proceeding on the same day. "To Be Notified" status does not qualify for Court Standby pay.

Section 14.2 Court Appearance – Outside of Scheduled Work Hours

Employees required to attend court outside of their scheduled work hours related to actions taken as an employee of the City of Citrus Heights, shall receive the following compensation:

- *Required in court more than two hours outside of a scheduled shift, or during their Patrol Mini-Sabbatical (as defined in the Police Department's Benefit and Compensation Procedures) – 4 hour minimum at 1.5 times the base rate of pay.

- *Required in court less than two hours outside of a scheduled shift – 2 hour minimum at 1.5 times the base rate of pay.

Any employee who receives an a.m. subpoena more than four (4) hours prior to a p.m. subpoena, shall receive the applicable minimum overtime for each subpoena, regardless of length of appearance.

Any employee ordered to return after the court's lunch break will receive compensation during the break period.

Article 15 Call Back Pay

CHPOA members, who are required to report for duty other than a scheduled shift, or during their Patrol Mini-Sabbatical (as defined in the Police Department's Benefits and Compensation Procedures), will be compensated four (4) hours at time and one half the base rate of pay. A continuation or extension of a shift, as defined below, is not considered "Call Back" for the purpose of this section.

Shift Continuation: If called to report to their assigned shift 30 minutes or less prior to the beginning of a shift, the employee will be compensated at time and one-half the base rate of pay.

Shift Extensions: Employees will be compensated at time and one-half the base rate of pay for hours worked after the end of their shifts.

Article 16 On-Call Pay

Employees required to remain in an on-call status shall receive one hour of straight time pay for on-duty days and two hours of straight time pay for off-duty days. On-call pay will be paid in addition to applicable call back pay. This provision currently generally refers to one Detective and/or the Traffic Officer.

Article 17 Schedule Changes

The City may change an employee's schedule with seven (7) days' notice, unless an emergency exists that requires schedule change. Non-emergency schedule changes with less than seven (7) days' notice shall result in overtime compensation for the first full shift of the changed schedule. Nothing in this section is meant to prohibit a schedule change as a result of a mutual agreement between the employee and the City.

Due to the unique requirements of officer training, this section will not apply to members until after they have completed the initial Field Training Program for a full time police officer.

Article 18 Extension of Probation

CHPOA represented employees shall only have their eighteen (18) month probationary period extended due to a time period of longer than thirty (30) days during the member's probation based on a leave of absence or other restricted light duty during which the member was not performing the full regular duties of his/her position - including patrol duties - on a continuous basis. In such circumstance, the employee's probationary period will be extended for the same length of time as he/she did not perform the regular duties of the position.

Article 19 Employment of Relatives

Employees are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.

1. If circumstances require that such a supervisor/subordinate relationship exists temporarily, the supervisor shall make every reasonable effort to defer matters involving the involved employee to an uninvolved supervisor.
2. When personnel and circumstances permit, the Department will attempt to make every reasonable effort to avoid placing employees in such supervisor/subordinate situations. The Department however, reserves the right to transfer or reassign any employee to another position within the same classification, or, if necessary, separate an employee, if it deems it necessary to avoid conflicts with any provision of this section.

Article 20 Retirement Benefits

The City contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits for eligible employees. All employees regardless of hire date, pay the

member contribution rate as determined by CalPERS. The retirement formula is determined by an employee's date of hire, classification and status with CalPERS.

Police Officers subject to the provisions of the California Public Employees' Pension Reform Act (PEPRA) shall be eligible for the 2.7% @ 57 retirement formula, three year average compensation method, as defined by the PEPRA legislation.

Police Officers determined by CalPERS to be classic members, hired by Citrus Heights Police Department on or after August 15, 2011, shall be eligible for the 3% @ 55 retirement formula, three year average compensation method.

Police Officers hired prior to August 15, 2011, shall be eligible for the 3% @ 50 retirement formula, single highest year compensation method.

CalPERS has the final determination regarding determining an employee's status with CalPERS.

Police Officers eligible for the 3% @ 50 retirement formula or the 3% @ 55 retirement formula as provided in this Article agree to pay an additional 3% toward the Employer Contribution (for a total employee contribution of 12%) pursuant to Government Code sections 201516 (a) and 20516 (f).

Article 21 Personnel Files

Any employee may request access to his/her own personnel file(s) during the normal business hours of the individual(s) responsible for maintaining such file(s). Any employee seeking the removal of any item from his/her personnel file shall file a written request to the Chief of Police through the chain of command. The Department shall thereafter remove any such item if appropriate or within 30 days provide the employee with a written explanation why the contested item will not be removed (Government Code 3306.5). If the contested item is not removed from the file, the employee's request and the department's written response shall be retained with the contested item in the employee's personnel file.

Employees may be restricted from accessing files containing ongoing Internal Affairs investigations to the extent that it could jeopardize or compromise the investigation pending final disposition or notice to the employee of the intent to discipline or confidential portions of Internal Affairs files which have not been sustained against the employee.

Article 22 Grievance Procedure

Section 22.1 Purpose

This grievance procedure shall be used to process and resolve grievances per the definitions listed below:

- To resolve grievances informally at the lowest possible level.
- To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 22.2 Definitions

A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the CHPOA, involving the interpretation, application, or enforcement of the express terms of this Agreement, the Department Policy Manual, the City rules, regulations and policies. It does not include discipline matters or personnel evaluations.

As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews and/or directs the work of an employee.

As used in this procedure the term "party" means an employee, the CHPOA or the City.

Section 22.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

Section 22.4 Presentation

An employee or the CHPOA representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four City employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the City.

Section 22.5 Employee Rights

The employee retains all rights conferred by Section 3500, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee or the CHPOA representative personally on all appeals.

Section 22.6 Application

Grievances as defined in Article 22 shall be brought through this procedure.

Section 22.7 Informal Discussion

The grievance initially shall be discussed with the immediate supervisor within thirty (30) calendar days of the act(s) and or omission(s) giving rise to the grievance. The employee may be represented by the CHPOA representative. Within seven (7) calendar days, the immediate supervisor shall give a decision or response.

Section 22.8 Formal Grievance Procedure

Formal Grievance – Step 1:

If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

Thirty (30) calendar days after the event or circumstances occasioning the grievance; or
Fifteen (15) calendar days of the decision rendered in the informal grievance procedure.

A formal grievance shall be initiated in writing and shall be filed with the Lieutenant as the first level of appeal. The grievant may be represented by the CHPOA representative.

Within fifteen (15) calendar days after the initiation of the formal grievance, the Lieutenant at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

Formal Grievance – Step 2:

If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fifteen (15) days to the Division Commander. The grievant may be represented by the CHPOA representative or Association Counsel.

Within fifteen (15) calendar days after the initiation of the Step 2, the Division Commander at the second level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

Formal Grievance – Step 3:

If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fifteen (15) calendar days to the Chief of Police. The CHPOA representative or Association Counsel may represent the grievant.

The Chief of Police shall schedule a mutually agreeable time to hear the grievance, which shall be within thirty (30) days of the receipt of the grievance. The Chief of Police shall respond in writing to the grievant within fifteen (15) calendar days following the grievance hearing.

Formal Grievance – Step 4:

If the grievant is not satisfied with the decision rendered pursuant to Step 3, the grievant may appeal the decision within fifteen (15) calendar days to the City Manager. The CHPOA representative or Association Counsel may represent the grievant.

The City Manager will review all documents and render a final decision. The City Manager shall respond in writing to the grievant within fifteen (15) calendar days following the receipt of all documents.

Section 22.9 Grievance Records

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Chief of Police for inclusion into a secure file for all written grievances.

Article 23 Leave Time

Section 23.1 Annual Leave

Employees shall accrue annual leave as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Hire date-Year 4	136	272
Year 5-Year 9	160	320
Year 10-Year 14	184	368
Year 15-Year 19	200	400
Year 20-Beyond	240	480

Once the maximum accrual limit has been reached, the Annual Leave accrual hours will be added to the Long Term Medical Leave hours until the employee utilizes the Annual Leave hours thereby reducing the balance below the maximum accrual limit. At no time may an employee's Annual Leave hours exceed the maximum accrual limit.

Section 23.2 Long Term Medical Leave

Employees accrue a total of 40 hours of Long Term Medical Leave per year beginning on the date of hire. Long Term Medical Leave may be used for an illness or injury requiring the employee to be absent from work. An employee becomes eligible to use this leave only after he/she has utilized 24 hours of accrued leave.

A medical certification may be required. An employee may continue to use Long Term Medical Leave for the same protracted illness even if the need for leave is sporadic (e.g., for treatments, etc.). Unused Long Term Medical Leave is not paid out upon termination of employment.

Article 24 Uniforms

Section 24.1 Uniforms

The City will provide uniforms for CHPOA represented employees at no cost to the employee. Damaged or worn uniforms will be repaired or replaced with supervisor approval.

Section 24.2 Uniform Allowance Benefit

The City shall report a uniform allowance benefit at the rate of \$31.00 biweekly to CalPERS for eligible employees as determined by CalPERS. Eligible employees shall be required to pay the employee contribution rate on the value of the uniform allowance benefit.

Section 24.3 Professional Attire Pay

Eligible Police Detectives assigned to General Investigations shall receive \$850 per fiscal year for purchasing professional attire. The professional attire pay is paid at the beginning of the fiscal year for eligible Police Officers. This pay does not qualify as special compensation for CalPERS pension purposes.

Article 25 Health/Welfare Benefits

Section 25.1 Health Benefit

The City will pay up to the following monthly amounts toward health insurance premiums:

Employee only - \$800

Employee Plus One - \$1,300

Employee Plus Family - \$1,600

If an employee has qualifying outside health insurance coverage through a spouse, domestic partner or alternative retirement, the employee can cash-out \$600 per month or add this amount to deferred compensation.

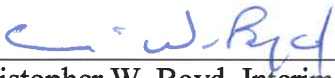
Article 26 On Duty Workout Program

The City and the CHPOA agree all sworn officers will participate in an On Duty Physical Fitness Program. In general, this program includes one hour of time for officers to complete a forty (40) minute exercise regime and return to duty. The details of this program may be found in the current Citrus Heights Police Department Physical Fitness Program document.

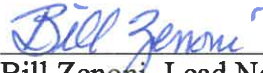
Article 27 Term

The term of this Agreement shall be from October 1, 2021 – September 30, 2023 (all applicable side letters entered).

CITY OF CITRUS HEIGHTS



Christopher W. Boyd, Interim City Manager



Bill Zenoni, Lead Negotiator

CITRUS HEIGHTS POLICE OFFICERS
ASSOCIATION (CHPOA)



Jacob Stadelman, CHPOA President



Mark Bartley, CHPOA Representative